

**Standard Bidding Document for Small Time Based
Request for Proposal**



NATIONAL CONSTRUCTION INDUSTRY COUNCIL

REQUEST FOR PROPOSALS DOCUMENTS FOR THE

PROCUREMENT OF CONSULTANCY SERVICES

(SMALL TIME BASED CONTRACTS)

Subject of Procurement: **CONSULTANCY
FOR MAINTENANCE WORKS FOR THE
NATIONAL CONSTRUCTION INDUSTRY
COUNCIL (Frame Work Agreement)**

Procurement Reference Number:

NCIC/CS/01/25-26

Selection Procedure: **QUALITY AND
COST SELECTION**

Date of Issue: 11th September, 2025

TABLE OF CONTENTS

TABLE OF CONTENTS	3
Part 1: Proposal Procedures	5
1.1 Preparation of Proposals	5
1.2 Preparation of Technical Proposals	5
1.3 Preparation of Financial Proposals	5
1.4 Basis of Pricing and Payment	5
1.5 Validity of Proposals	6
1.6 Sealing and marking of Proposals	6
1.7 Submission of Proposals	6
1.8 Opening of Proposals.....	6
1.9 Evaluation of Proposals.....	7
1.10 Eligibility Criteria.....	7
1.11 Conflict of Interest.....	8
1.12 Corruption and Fraud.....	10
1.13 Technical Evaluation	10
1.14 Financial Evaluation	10
1.15 Currency of bid.....	11
1.16 Recommendation for Award	11
1.17 Notice of Acceptance	11
1.18 Contract Negotiations	11
1.19 Award of contract	11
1.20 Right to Reject	11
1.21 Proposal Submission Forms	12
1.22 Price Schedules	18
Part 2: Schedule of Requirements	20
Terms of Reference	Error! Bookmark not defined.
Part 3: Form of Contract.....	Error! Bookmark not defined.
List of Annexes	36



Standard Bidding Document for Small Time Based Request for Proposal

Standard Bidding Document for Small Time Based Request for Proposal

PART 1: PROPOSAL PROCEDURES

PROCUREMENT REFERENCE NUMBER: NCIC/CS/01/25-26

1.1 PREPARATION OF PROPOSALS

The Bidder is requested to participate in this bidding process by submitting separate technical and financial proposals for **Consultancy for Maintenance Works For The National Construction Industry Council (Framework Agreement)**. The standard forms in this Request for Proposals (RFP) may be retyped for completion but the Bidder is responsible for their accurate reproduction.

The Bidder is advised to carefully read the complete RFP document, including the Form of Contract in Part 3, before preparing their proposal.

1.2 PREPARATION OF TECHNICAL PROPOSALS

Technical proposals should contain the following documents and information a certified copy of Business registration certificate—

- (a) the Technical Proposal Submission Sheet in this Part;
- (b) a brief methodology for performing the services;
- (c) a work plan, showing the inputs of all key staff;
- (d) Curriculum Vitae's of all key staff; and
- (e) a summary of your experience in similar assignments.

1.3 PREPARATION OF FINANCIAL PROPOSALS

Financial proposals should contain the following documents and information:

- (a) the Financial Proposal Submission Sheet in this Part; and
- (b) the Breakdown of Contract Price form in this Part for each currency of your proposal, showing all costs for the assignment, broken down into fees and reimbursable costs.

1.4 BASIS OF PRICING AND PAYMENT

The contract price shall be an estimated amount. Payment shall be made for the time actually spent and for reimbursable expenses actually incurred by the Consultant in the performance of the Services, using the rates specified in the Breakdown of Contract Price.

Standard Bidding Document for Small Time Based Request for Proposal

1.5 VALIDITY OF PROPOSALS

The proposal validity period is **90 days**.

1.6 SEALING AND MARKING OF PROPOSALS

The technical and financial proposals should be sealed in separate envelopes, both clearly marked with the Procurement Reference Number above, the Bidder's name, the name of the Procuring and Disposing Entity and either "Technical Proposal" or "Financial Proposal" as appropriate.

Both envelopes should be enclosed in a single outer envelope, clearly marked with the Procurement Reference Number above, the Bidder's name and the name of the Procuring and Disposing Entity. All three envelopes should be sealed in such a manner that opening and resealing cannot be achieved undetected.

1.7 SUBMISSION OF PROPOSALS

Proposals should be submitted to the address below, no later than the date and time of the deadline below. Late proposals will be rejected.

Date of deadline: **30th September 2025.**

Time of deadline: **10:00 HOURS.**

Address: **National Construction Industry Council
Private Bag A146
Lilongwe 3
Along M1 Road, opposite St John, area 36**

1.8 OPENING OF PROPOSALS

The outer envelope shall be opened in public first to release both the Technical and Financial Proposal. Only the technical proposals will be opened in public at the time, date and address shown below by the Procuring and Disposing Entity. Financial proposals will be kept unopened and the evaluation team shall have no access to financial information until the detailed evaluation is concluded.

Date of opening: **30th September 2025.**

Time of opening: **10:00 Hours.**

Address: **National Construction Industry Council
Private Bag A146
Lilongwe
Along M1 Road, opposite St John, area 36**

for Proposal**1.9 EVALUATION OF PROPOSALS**

The evaluation of proposals will use **Quality & Cost Based Selection** procedure as detailed below—

- A) Preliminary examination to confirm that all documents required have been provided, to confirm the eligibility of bidders and to confirm that the Bidder has accepted all terms and conditions without material deviation or reservation;
- B) Technical evaluation to confirm that the Bidder meets eligibility criteria, the proposal has been properly signed, documents requested by the Client have been submitted, the technical proposal submission sheet, separately sealed financial proposal and written authorization to commit the Bidder; and
- C) Financial evaluation to confirm that the financial proposal is complete, correct discrepancies in pricing and correcting arithmetical errors.

Proposals failing any stage will be eliminated and not considered in subsequent stages.

1.10 ELIGIBILITY CRITERIA

A Bidder is required to meet the following criteria to be eligible for award of contract—

- (a) has the legal capacity to enter into a contract;
- (b) is not insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing;
- (c) has fulfilled its obligations to pay taxes according to the tax laws of its country of registration;
- (d) is not suspended, or excluded from participation in any public procurement exercise by the Public Procurement and Disposal of Public Assets Authority in Malawi;

for Proposal

- (e) has not been convicted, or any of its directors or officials been convicted, of any criminal offence relating to obtaining or attempting to obtain a contract or subcontract;
- (f) is not under investigation by the Anti Corruption Bureau or any other law enforcement body in Malawi relating to participation in any public procurement process or execution of any public procurement contract relating to the purchase of goods, works and services by any Procuring and Disposing Entity;
- (g) is a micro, small and medium-sized -enterprise determined in accordance with Public Procurement and Disposal of Public Assets (Participation by Micro Small and Medium Enterprises) Order 2020 (MSME Order) issued by the Authority; and
- (h) is eligible to participate in the bidding process only if the Bidder furnishes to the Procuring and Disposing Entity or the Authority, as the case may be, evidence proving eligibility in accordance with relevant Regulations.

The policy decision to set aside businesses for participation by MSMEs is meant to economically uplift the business operators in MSMEs. The benefits of empowering an MSME are, among others, stable economic base of the country and reduction in basic poverty because more and more businesses have access to increased financial resources.

In order to demonstrate compliance with these criteria, the Bidder should submit with the technical proposal appropriate documentary evidence.

Government-owned enterprises in the Republic of Malawi may only participate if they are legally and financially autonomous, and are not a dependent agency to the Procuring and Disposing Entity.

1.11 CONFLICT OF INTEREST

The Government of the Republic of Malawi (hereinafter called “the Government”) requires that Consultants provide professional, objective, and impartial advice and at all times hold the Procuring and Disposing Entity’s interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below—

Standard Bidding Document for Small Time Based Request for Proposal

- A) A firm that has been engaged by the Procuring and Disposing Entity to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a Consultant hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery;

- B) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Procuring and Disposing Entity. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Procuring and Disposing Entity in the privatisation of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question; and

- C) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Procuring and Disposing Entity's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment (iii) a member of the Procuring and Disposing Entity's Internal Procurement Committee, or (iv) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Government throughout the procurement process and the execution of the Contract.

Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring and Disposing Entity, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

Standard Bidding Document for Small Time Based Request for Proposal

Any agency and current employees of the Procuring and Disposing Entity is ineligible to work as Consultants in their own ministries, departments or agencies. As former employees of the Procuring and Disposing Entity, they only become eligible to work for their former ministries, departments or agencies after expiration of 24 months of their post-engagement period or when the conflict of interest no longer exists, whichever is later.

If a shortlisted Bidder could derive a competitive advantage from having provided consulting services related to the assignment in question, the Procuring and Disposing Entity shall make available to all shortlisted Bidders together with this RFP all information that would in that respect give such Bidder any competitive advantage over competing Bidders.

1.12 CORRUPTION AND FRAUD

(a) The Malawi Government requires that all Bidders comply with the legal framework on corrupt and fraudulent practices as outlined in Anti-Corruption legal framework; and

(b) In line with the existing anti-corruption laws, regulations and policies, and as provided in this clause, Bidders, including its agents, sub-contractors, sub-consultants, service providers, suppliers, and personnel are subject to the signed Anti-Corruption Declaration in the bidding documents as part of the qualification criteria.

1.13 TECHNICAL EVALUATION

Proposals shall be awarded scores out of the maximum number of points indicated below for each of the following criteria:

CRITERIA	MAXIMUM POINTS	
----------	----------------	--

The minimum technical score required to pass the technical evaluation is **80** points.

1.14 FINANCIAL EVALUATION

The Bidder should complete a separate form for each currency or add currency columns and show up to three totals. Where required, enter separate rates for home and fieldwork

for Proposal

NAME	POSITION	INPUT QTY	UNIT (DAYS/MONTH S ETC)	RATE	TOTAL

1.15 CURRENCY OF BID

Proposals shall be priced in Malawi Kwacha. Where foreign bidders are invited to bid, they shall bid in one freely convertible currency. The currency of evaluation will be Malawi Kwacha. Proposals in other currencies will be converted to Malawi Kwacha for evaluation purposes only, using the exchange rates published by the Reserve Bank of Malawi fourteen (14) calendar days prior to the date of the submission deadline.

1.16 RECOMMENDATION FOR AWARD

The proposal with the highest combined score shall be recommended for award of contract, subject to any negotiations required.

1.17 NOTIFICATION OF AWARD

Prior to expiry of the period of bid validity, the Procuring and Disposing Entity shall notify the successful Bidder, in writing, that its Bid has been accepted. At the same time, the Procuring and Disposing Entity shall also notify all other Bidders of the results of the bidding.

1.18 CONTRACT NEGOTIATIONS

Prior to the signing of the contract, the Procuring and Disposing Entity may enter into negotiations with the successful Bidder on the modalities for the execution of the contract without changing the material factors of the contract.

1.19 AWARD OF CONTRACT

Award of contract shall be by placement of a Contract in accordance with Part 3: Contract, or any other formal notice to the Bidder.

1.20 RIGHT TO REJECT

for Proposal

The Procuring and Disposing Entity reserves the right to accept or reject any proposal or to cancel the bidding process and reject all proposals at any time prior to contract award.

1.21 PROPOSAL SUBMISSION FORMS

TECHNICAL PROPOSAL SUBMISSION SHEET

Note to Bidder: Complete this form with all the requested details and submit it as the first page of your technical proposal, with the documents requested above attached. Ensure that your proposal is authorised in the signature block below. A signature and authorisation on this form will confirm that the terms and conditions of this RFP prevail over any attachments. If your proposal is not authorised, it may be rejected.

Procurement Reference Number:	
Subject of Procurement:	
Name of Bidder:	
Bidder's Reference Number:	
Date of Technical Proposal:	

We offer to provide the services described in the Schedule of Requirements, in accordance with the terms and conditions stated in your Request for Proposals referenced above.

We confirm that we are eligible to participate in public procurement and meet the eligibility criteria specified in Part 1: Proposal Procedures of your Request for Proposals.

The validity period of our proposal is: _____ days/weeks/months from the time and date of the submission deadline.

We enclose a separately sealed financial proposal.

TECHNICAL PROPOSAL AUTHORISED BY:

Signature: _____ Name: _____

Standard Bidding Document for Small Time Based Request

for Proposal

Position: _____ Date: _____
(DD/MM/YY)

Authorised for and on behalf of:

Company: _____

Address: _____

**Standard Bidding Document for Small Time Based Request
for Proposal
T1B Beneficial Ownership Disclosure Form**

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the Bidder. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Bidder is any natural person who ultimately owns or controls the Bidder by meeting one or more of the following conditions:

- 1. directly or indirectly holding 5% or more of the shares*
- 2. directly or indirectly holding 5% or more of the voting rights*
- 3. directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder.*
- 4. directly or indirectly, has a substantial economic interest in or receives substantial economic benefit from, a company, whether acting alone or together with other persons;*
- 5. has a significant stake in a company and on whose behalf activity of a company is conducted; or*
- 6. exercises significant control or influence over a person through a formal or informal agreement, and where such ownership, control or interest is through a trust, the trustee (s), beneficiaries, or anyone who controls the trust.*

Date: **[insert date]**

Procurement Reference No.: **[insert procurement reference number]**

Page **[insert page number]** of **[insert total number of pages]** pages

To: **[insert complete name of Procuring and Disposing Entity]**

In response to your request in the Letter of Acceptance dated [insert date of letter of Acceptance] to furnish additional information on beneficial ownership: [select one option as applicable and delete the options that are not applicable]

(i) we hereby provide the following beneficial ownership information.

Details of beneficial ownership

Standard Bidding Document for Small Time Based Request

for Proposal

Identity of Beneficial Owner	Directly or indirectly holding 5% or more of the shares (Yes / No)	Directly or indirectly holding 5 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder (Yes / No)
[include full name (last, middle, first), nationality, country of residence]			

OR

(ii) We declare that there is no Beneficial Owner meeting one or more of the following conditions:

- directly or indirectly holding 5% or more of the shares
- directly or indirectly holding 5% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder.
- directly or indirectly, has a substantial economic interest in or receives substantial economic benefit from, a company, whether acting alone or together with other persons;
- has a significant stake in a company and on whose behalf activity of a company is conducted; or
- exercises significant control or influence over a person through a formal or informal agreement, and where such ownership, control or interest is through a trust, the trustee (s), beneficiaries, or anyone who controls the trust.

OR

(iii) We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Bidder shall provide explanation on why it is unable to identify any Beneficial Owner]

- directly or indirectly holding 5% or more of the shares
- directly or indirectly holding 5% or more of the voting rights

Standard Bidding Document for Small Time Based Request

for Proposal

- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder]"
- directly or indirectly, has a substantial economic interest in or receives substantial economic benefit from, a company, whether acting alone or together with other persons;
- has a significant stake in a company and on whose behalf activity of a company is conducted; or
- exercises significant control or influence over a person through a formal or informal agreement, and where such ownership, control or interest is through a trust, the trustee (s), beneficiaries, or anyone who controls the trust.

Name of the Bidder: [insert **complete name of the Bidder**]¹

Name of the person duly authorized to sign the Bid on behalf of the Bidder: [insert **complete name of person duly authorized to sign the Bid**]²

Title of the person signing the Bid: [insert **complete title of the person signing the Bid**]

Signature of the person named above: _____

Date signed [insert **ordinal number**] day of [insert **month**], [insert **year**]

¹ In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to "Bidder" in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

² Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

Standard Bidding Document for Small Time Based Request for Proposal

FINANCIAL PROPOSAL SUBMISSION SHEET

Note to Bidders: Complete this form with all the requested details and submit it as the first page of your financial proposal, with the documents requested above attached. Ensure that your proposal is authorised in the signature block below. A signature and authorisation on this form will confirm that the terms and conditions of this RFP prevail over any attachments. If your proposal is not authorised, it may be rejected. The total price of the proposal should be expressed in the currency or currencies permitted in the instructions above.

Procurement Reference Number:	
Subject of Procurement:	
Name of Bidder:	
Bidder's Reference Number:	
Date of Financial Proposal:	

The total price of our proposal is: _____ and _____.

We confirm that the rates quoted in our Financial Proposal are fixed and firm for the duration of the validity period and will not be subject to revision or variation.

FINANCIAL PROPOSAL AUTHORISED BY:

Signature _____ Name: _____

Position: _____ Date: _____
(DD/MM/YY)

Authorised for and on behalf of:

Company _____

Address: _____

for Proposal

1.24 PRICE SCHEDULES

BREAKDOWN OF CONTRACT PRICE

[Complete this form with details of all your costs and submit it as part of your financial proposal. Where your costs are in more than one currency, submit a separate form for each currency. Authorise the rates quoted in the signature block below. Where this is a unit price contract, the breakdown will be used as the cost estimates and payment will be made for the services actually performed and cost actually incurred.]

Procurement Reference Number: **NCIC/CS/1/25-26**

Description		Unit	Quantity	Rate (MK)	Amount (MK)
A. Fees					
A.1	Senior Professional				-
A.1.1	Team Leader/ Resident Engineer	Person-day	360		-
A.1.2	Structural Design Engineer	Person-day	360		-
A.1.3	Architect	Person-day	360		-
A.1.4	Services Engineer	Person-day	360		-
A.1.5		Person-day	360		-
A.2	Mid-range Professional	Person-day			-
A.2.1	Contract Documentation Specialist	Person-day	360		-
A.2.2	Transport Economist	Person-day	360		-
A.2.3	ESIA Expert (Team Leader for ESIA, RAP etc)	Person-day	360		-
A.2.4	Clerk of Works/ Inspector of Works	Person-day	360		-
A.2.6	Environmental & Social Expert	Person-day	360		-
A.2.7	Water Quality Expert	Person-day	360		-
A.2.8	Geological Survey Expert	Person-day	360		-
A.2.9	Engineering Surveyor	Person-day	360		-
A.3	Junior Professional	Person-day	360		-
A4	Other Staff				-
A4.1	Secretary/ IT Assistant	person-day	360		-

Standard Bidding Document for Small Time Based Request

for Proposal

A4.2.1	ESIA, RAP and Water Quality Assessment Assistants	person-day	360		-
A4.2.2	Engineering Survey Assistants	person-day	360		-
A4.2.5	Design Assistant (CAD Operator)	person-day	360		-
A4.4.3	Training of NCIC Staff	person-day	360		-
A4.5	Driver (No. ` 1)	person-day	360		-
Sub-Total for Fees					-
B. Direct Costs					
B.1	A4 copies requested by Client	Page	1881		-
B.2	A3 copies requested by Client	Page	1000.0		-
B.3	A1 copies requested by Client	Page	1000.0		-
B.4	Transport for use by Consultant's staff	Km	12,000		-
B8	Preparation of reports	Set	10		-
B.9	Rental of Consultant's offices and services	month	12		-
Sub-Total for Direct Costs					-
C. Reimbursables					
C.1	Provision Sum for material investigation and testing	Prov. Sum	1	50,000,000.00	50,000,000.00
C.2	Handling charges for Item C.1 above	%			-
C.7	Provision of Survey Equipment	Day	360		-
Sub-Total for Reimbursables					50,000,000.00
SUMMARY					
A	Total for Fees				-
B	Total for Direct Costs				-
C	Total for Reimbursables				50,000,000.00
	Surtax on Fees at 16.5%				-
WPI Amount (MK)					50,000,000.00

PART 2: SCHEDULE OF REQUIREMENTS

Procurement Reference Number: **NCIC/CS/01/25-26**

TERMS OF REFERENCE

TERMS OF REFERENCE FOR A FRAMEWORK AGREEMENT FOR PROVISION OF CONSULTANCY SERVICES FOR THE MAINTENANCE, ALTERATION, AND REHABILITATION OF VARIOUS STRUCTURES AT THE NATIONAL CONSTRUCTION INDUSTRY COUNCIL HEAD OFFICE IN LILONGWE.

1.0 BACKGROUND

The National Construction Industry Council of Malawi (NCIC) is a government statutory corporation that was established for the regulation, promotion and development of the Construction Industry in Malawi. The NCIC has set aside some funds for the alteration and rehabilitation of the various structures within the compound (head office) in Lilongwe. Therefore, NCIC intends to use part of the funds set aside for the maintenance, alteration, and rehabilitation of structures to finance the Architectural and Engineering consultancy services.

2.0 DESCRIPTION OF THE FRAMEWORK AGREEMENT

The NCIC seeks to procure prequalified Architectural and Engineering Consultants to be engaged in design and supervision for the maintenance, alteration and rehabilitation works that will be required from time to time with different specifications, magnitude, architectural and engineering details.

3.0 SCOPE OF SERVICES

The Scope of the consultancy services shall as required comprise, designing, contract formulation and administration, supervision and monitoring of physical progress and financial status of the works on behalf of the NCIC.

4.0 SERVICE EXECUTION

The Consultants is expected to provide supervision services of the rehabilitation works. The expected services shall be as listed below:

4.1 Consultant's Representative on site

- (a) The Consultant shall be responsible for full time administration during execution of the contract and shall appoint a Resident Supervisor who shall be acceptable and approved by the NCIC.
- (b) Resident Supervisor shall be the Consultant's representative and shall act as directed by and under the supervision of the Consultant. The Consultant shall notify the NCIC and the Contractor in writing of the duties and any limitations of the delegated authority of the Resident Supervisor.

4.2 Contract Preliminaries and General

- (a) The Consultant shall review the qualifications of the proposed key personnel of the contractor and make recommendations to the NCIC.
- (b) The Consultant shall check the contractor's submission to ensure compliance with the contract requirements. The Consultant shall approve and forward to the NCIC any (if any) performance bonds, insurance certificates, policies and guarantees in accordance with the contract.
- (c) The Consultant shall monitor the contractor's performance against the program works with respect to mobilization of resources.

4.3 Works Program

The Consultant shall:

- (a) Review the works program to ensure compliance with the planned duration of the project to ensure that the proposed method and timings are realistic and coherent with the site conditions.
- (b) Analyze the program works to identify any information required by the contractor for the execution of the works and shall ensure that the information is available the contractor within the required time.

4.4 Contractor's quality control

The Consultant shall:

- (a) Review the contractor's quality control plan and ensure that it is compliant with the contractual requirements and that is sufficient for quality assurance.

- (b) Monitor the contractor's implementation of his quality control plan and ensure that quality management and assurance is in accordance with contractual requirements

4.5 Health and Safety

The Consultant shall:

- (a) Ensure that the contractor complies with applicable health and safety regulations and requirements of the contractual requirements
- (b) Ensure that all contractor's staff are properly trained equipped with protective equipment
- (c) Ensure that any accidents are properly reported and investigated and that preventative measures are put in place to prevent recurrence.
- (d) Monitor the contractor's implementation of his traffic accommodations to ensure safety of road users including non-motorized traffic.
- (e) Ensure that the contractor's appointed safety officer, as required by the contract, is qualified to carry out such duties.
- (f) Conduct regular safety meetings with the contractor's safety officer.

4.6 Surveying, setting out and measurements

The Consultant shall:

- (a) Check alignment and elevation control provided by the contractor
- (b) Check all setting out of the works undertaken by the contractor.
- (c) Compile necessary field measurements and calculate quantities of material incorporated in the works
- (d) Check the setting out alignment and elevations and maintain the corresponding documentation.

4.7 Review, Rejection and Testing of the works

The Consultant shall:

- (a) Conduct on-site observations of the work in progress to determine if the work is proceeding in accordance with the works program.
- (b) Check and ensure that the completed works conform with the contract specifications.
- (c) Carryout quality control of the construction materials through testing on site and/or in the laboratory to ensure compliance with contract requirements.

- (d) Ensure that all such test results are available on site and are reported to the in the monthly reports.
- (e) Supervise the laboratory and in-situ tests of materials.
- (f) Verify the selection and use of materials is in accordance with contractual requirements.
- (g) Inform the contractor when works require corrective action, rejected or to be exposed for inspection or requirement for testing or approval
- (h) Suggest or review and approve substitute materials when necessary and shall estimate cost of such materials for the NCIC's approval.

4.8 Records

The Consultant shall:

- (a) Maintain all project records such as site dairies, correspondences, reports, minutes of meetings, drawing, materials submission and such other relevant documents in an orderly manner.
- (b) Keep a logbook or diary indicating contractor's staff hours on the job site, equipment availability, weather conditions, data relative to questions of extras or deductions, list of personnel visiting the site, activities, decisions, observations in general, procedures and all such information
- (c) Maintain as built drawings with all necessary details.

4.9 Interpretation of Contract Documents

The Consultant shall:

- (a) Provide additional information or drawings necessary for the proper execution of the contract timely.
- (b) Provide interpretation necessary for the proper execution of the works with promptness and in accordance with the agreed time.
- (c) Provide written recommendations and/or advice within a reasonable time on contractual matters as necessary.

4.10 Modification

The Consultant shall:

- (a) Consider and evaluate the contractor's proposal for modification in the design or specifications and report the NCIC with recommendations including the associated costs and quality, where appropriate.

- (b) Prepare any designs and drawings necessary for the information of the contractor to enable him to carry out the works.
- (c) Issue instructions to the contractor related to the works for which the contract only provision items

4.11 Measurement

The Consultant shall:

- (a) Carryout measurement of the works completed on site together with the NCIC and contractor's representative for the purpose of payment.
- (b) Keep up to date record of measured works on site.

4.12 Payment Certificates

The Consultant shall:

- (a) Review interim payment applications submitted by the contractor in accordance with contractual requirements and upon approval, he shall submit to NCIC copies and supporting measurement documents within five working days of the contractor's submission with recommendations for payment.
- (b) The certificate shall detail the actual quantities of work items completed by the contractor, which shall be compared to the quantities and rates in the Bill of quantities, it shall also include materials on site, details of dayworks, price adjustments, any other payments made to the contractor or which the contractor is entitled to and any deductions for retentions or advance payments.

4.13 Financial progress

The Consultant shall:

- (a) Ensure that the contractor provides regular cashflow updates
- (b) Monitor cashflow against program
- (c) Maintain a "Final Cost Estimate" which shall be published at least every month and it shall contain the best estimate of the final project cost taking into account changes in quantities, variation orders, claims etc.

4.14 Claims control

The Consultant shall:

- (a) Conduct regular meetings with the contractor to identify issues of design, technical and commercial challenges that may give rise to claim or delays and put in place mitigation measures

- (b) Ensure that the NCIC is kept informed of all such issues that the Consultant deems that may result into claims
- (c) Identify any and warn the NCIC of any correspondence that may be deemed to give early warning of a claim and ensure that proper records kept and the issue is monitored
- (d) Review the contractor's early warning submission and claim submission and make recommendations to NCIC in accordance with contractual requirements

4.15 Meetings

The Consultant shall:

- (a) Arrange progress meetings and site inspections as required and shall notify both the NCIC and the contractor.
- (b) Maintain and circulate minutes of all such meetings
- (c) Maintain designs and drawings in liaison with the Contractor's Contracts Manager or such officer as appointed by the contractor in accordance with contractual requirements.

4.16 Communication with other stakeholders

The Consultant shall:

- (a) Through the NCIC's office, ensure that the contractor is properly introduced to all relevant stakeholders
- (b) Establish communication channels with all stakeholders
- (c) Monitor the contractor's relationship with the stakeholders
- (d) Assist the NCIC to communicate with all stakeholders

4.17 Environmental Management

The Consultant shall:

- (a) Check that the contractor has put in place environmental management procedures in accordance with contractual requirements
- (b) Monitor compliance with the environmental management plan
- (c) Report to the NCIC on environmental compliance

4.18 Completion of the works

The Consultant shall:

- (a) Inspect the works with the NCIC's representatives and the contractor's representatives prior to handing over the works

- (b) Prepare a final snag list of items to be completed or replaced together with a time schedule for remedying of the same
- (c) Verify that all items on the final snag list have been completed or corrected
- (d) Provide written affirmation that the works were performed in accordance with contractual requirements and issue a taking over certificate prior to commencement of defect and liability period
- (e) Maintain and keep up to date a set of As Built Drawings which shall be finalized upon substantial completion for submission to the NCIC

4.19 Defects and liabilities period

The Consultant shall:

- (a) Provide on-site supervision of the contractor's operations during the period of the defects and liability period
- (b) Ensure that all construction matters have been finalized to the extent possible and the as built drawings have been submitted

4.20 Final Completion

(a) Defects liability certificate

Prior to the expiration of the defects and liability period, the Consultant, contractor's representative and the client's representative shall inspect the works and provide written affirmation that the works have been completed and maintained in accordance with the contract and issue a defects and liability certificate subject to the approval by the NCIC

(b) Final statement

Upon receipt from the contractor with 30 days of issue of the defects and liability certificate, the Consultant shall prepare in cooperation with the contractor the final account for the contract

4.21 Deliverables

(a) Reports

The Consultant shall present a sample of the reports to the NCIC for approval and use on the project

(b) Monthly reports

Monthly reports shall be submitted by the 25th of each month for the duration of the works and up to and including 2 months after issuance of the Taking Over Certificate. Each report shall include the following as a minimum:

- i. Progress report making use of a tracking Gant chart with description of key events/milestones in the applicable months, delays etc. The report shall include an assessment of the impact of accumulated delays, if any, and projected date for completion of the project.
- ii. In the event that the projected date is later than a revised date, which will result from approved time extensions, the report includes an evaluation of the contractor's performance, proposed plan for any corrective measures to be implemented to increase the rate of progress and complete the project on time
- iii. Cost report including certified amounts, state of payments etc. A chart of programmed vs actual cash flow shall be included
- iv. Quality report summarizing quality control measures, testing and approvals issued or withheld and any remedial measures
- v. Contractual report outlining all contractual issues and disputes as well as potential areas of concern and status of disputes resolutions or adjudications
- vi. Health safety and environmental report summarizing the state of compliance with the environmental management plan and environmental clauses in the contract and any violations
- vii. Consultancy report status of the consultancy service contract. Personnel on site during the reporting period, invoice status and payment. Status of contractual issues regarding the consultancy service contract including any extension, claims for additional costs and requests to change staff
- viii. Photos of the status of the project
- ix. Shall be submitted as five hard copies including appendices and attachments and a PDF submitted via email with all necessary attachments

(c) Final Report

Within 30 days of issuance of Taking over Certificate the Consultant shall prepare and submit a final report which shall highlight all major points of interest encountered during the execution of the project.

The report shall include a summary of the type, quality, quantity, and sources of materials used on the project, the contractor's plant and personnel; issues encountered and solutions employed, changes in design and specifications and the justification thereof, a breakdown of final cost items, summary of variation orders and expenditure of provisional sums and contingency sums.

The final report shall include as built drawings and it shall follow the agreed format.

(d) Accidents reports

(e) A report of the circumstances of any significant accidents occurring on the site shall be forwarded to the NCIC with all due dispatch. The submission shall include:

- i. One PDF emailed copy of the complete report with all necessary attachments which shall be sent to the NCIC
- ii. One hard copy of the completed report with all necessary attachments submitted to the NCIC

(f) Claims and extensions of time report

A report detailing the Consultant's assessment of all claims by the contractor shall be prepared and submitted to the NCIC. This shall include

- i. Five hard copies of the complete report with all necessary attachments
- ii. One PDF emailed copy of the complete report with all necessary attachments

(g) Minutes of meetings

The Consultant shall be responsible for taking minutes of all meetings which shall be submitted to the NCIC and the contractors with 7 days after the meeting.

The shall include:

- i. One soft copy of the minutes of the meeting in PDF and word format emailed to the NCIC
- ii. Three hard copies of the minutes

(h) Interim payment certificate (IPC)

The Consultant shall be responsible for preparing interim payment certificates in accordance with the contractual requirements. The IPCs will be submitted to

the NCIC not later than 7 days after the contractor's submission. The Consultant shall:

- i. Email one excel format and PDF format copy of the IPC to the NCIC
- ii. Submit 5 hard copies of the IPC to the NCIC

(i) Final payment certificate FPC

The Consultant shall be responsible for preparing final payment certificates in accordance with the contractual requirements. The FPCs will be submitted to the NCIC not later than 28 days after the contractor's submission. The Consultant shall:

- i. Email one excel format and PDF format copy of the IPC to the NCIC
- ii. Submit 5 hard copies of the IPC to the NCIC

(j) Consultant Personnel

The NCIC shall provide some personnel to assist the Consultant. The Consultant shall provide the key staff as required for the assignment.

(k) Leave, resignation, transfers and replacement

- i. The consultant shall arrange their annual leave to coincide with the contractor's annual leave recess. Should a staff member however be granted special leave outside the contractors leave, the Consultant shall provide at no additional cost to NCIC an equally qualified person to act on behalf of the staff on leave.
- ii. The Consultant shall not transfer or replace a staff member without prior written consent from the NCIC.
- iii. The Consultant shall replace staff member if deemed necessary by the NCIC and fill the vacancy which may result due to resignation, illness etc. at no additional cost to the NCIC with equally suitable and qualified personnel.

5.0 ASSIGNMENT PERIOD

The assignment period shall be agreed as per the assigned task

6.0 PAYMENT

Part 3: Form of Contract

Payments for the services shall be on monthly basis and shall depend on the actual time inputs of various staff on site. For reimbursable claims, the Consultant shall attach expenditure supporting docu

{PROCURING AND DISPOSING ENTITY CREST OR LOGO}

CONTRACT FOR CONSULTING SERVICES

**SMALL ASSIGNMENTS
TIME BASED PAYMENTS**

[TITLE OF THE ASSIGNMENT]

between

[NAME OF THE PROCURING AND DISPOSING ENTITY]

and

[Name of the Consultant]

CONTRACT REFERENCE NUMBER: _____

CONTRACT FOR CONSULTING SERVICES

SMALL ASSIGNMENTS

TIME-BASED PAYMENTS

CONTRACT

THIS CONTRACT ("Contract") is entered into this ____ day of ____ 20____, by and between _____ (the "Procuring and Disposing Entity" hereinafter known as "the Client") having its principal place of business at _____, and _____ (the "Supplier" hereinafter known as "the Consultant") having its principal office located at _____.

WHEREAS, the Client wishes the Consultant to perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows—

1. Services
 - (i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract (the "Services"); and
 - (ii) The Consultant shall provide the reports listed in Annex B, "Consultant's Reporting Obligations," within the time periods listed in such Annex, and the personnel listed in Annex C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.

2. *Term*

The Consultant shall perform the Services during the period commencing _____ and continuing until _____ or any other period as may be subsequently agreed by the parties in writing.

3. *Payment*
 - A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not exceeding _____. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant. The payments made under the Contract consist of the Consultant's remuneration as defined in sub-paragraph B below and of

the reimbursable expenditures as defined in sub-paragraph C below.

B. Remuneration

The Client shall pay the Consultant for Services rendered at the rate(s) per _____ in accordance with the rates agreed and specified in Annex C, "Cost Estimate of Services, List of Personnel and Schedule of Rates."

C. Reimbursables

The Client shall pay the Consultant for reimbursable expenses, which shall consist of and be limited to—

(i) normal and customary expenditures for official travel, accommodation, printing, and telephone charges; official travel will be reimbursed at cost and will need to be authorised by the Client's co-ordinator; and

(ii) such other expenses as approved in advance by the Client's co-ordinator.

D. Payment Conditions

Payment shall be made in (insert currency) _____ not later than _____ days following submission of an invoice to the Co-ordinator designated in paragraph 4. Such an Invoice shall be raised upon successfully completing each task detailed in Section B of the contract

4. *Project administration*

A. Co-ordinator

The Client designates _____ as its Co-ordinator; the Co-ordinator shall be responsible for the co-ordination of activities under this Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.

B. Timesheets

During the course of their work under this Contract, including fieldwork, the Consultant's employees providing services under this Contract may be required to complete timesheets or any other document used to identify time

spent, as well as expenses incurred, as instructed by the Project Co-ordinator.

C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of six months thereafter.

- 5. *Performance Standard*** The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
- 6. *Confidentiality*** The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 7. *Ownership of Material*** Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
- 8. *Consultant Not to be Engaged in Certain Activities*** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.
- 9. *Insurance*** The Consultant will be responsible for taking out any appropriate insurance coverage. The insurance cover shall be _____.
- 10. *Assignment*** The Consultant shall not assign this Contract or Subcontract any portion of it without the Client's prior written consent.

Part 3

- 11. Law Governing Contract and Language** The laws of the Republic of Malawi shall govern the Contract, and the language of the Contract shall be English.
- 12. Completion of Contract** This Contract shall be completed after all the agreed deliverables have been finalised by the Consultant and paid by the Client and as agreed and signed for in this contract.
- 13. Termination of Contract** The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultant, to be given after the occurrence of—
- (a) Consultant fails to remedy failure in performance of contract;
 - (b) Consultant becomes insolvent; or
 - (c) As a result of force majeure.
- Similarly, the Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Client after the occurrence of the following—
- (a) If the Client fails to pay the Consultant for work done;
 - (b) If the Client fails to comply with the decision arising from a dispute resolution; or
 - (c) As a result of force majeure among others.
- 14. Resolution of Disputes** Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Republic of Malawi.

FOR THE PROCURING AND DISPOSING ENTITY

Namein the capacity of

Signature.....

WitnessSignature.....

For and on behalf of the Consultant

Namein the capacity of

Signature.....

WitnessSignature.....

LIST OF ANNEXES

Annex A: Terms of Reference and Scope of Services

Annex B: Consultant's Reporting Obligations

Annex C: Documents establishing eligibility of Bidders

Annex D: Cost Estimate of Services, List of Personnel and Schedule of Rates

ANNEX A: TERMS OF REFERENCE AND SCOPE OF SERVICES

ANNEX B: CONSULTANT'S REPORTING OBLIGATIONS

ANNEX C: DOCUMENTS ESTABLISHING ELIGIBILITY OF BIDDERS

Part 3

ANNEX D: COST ESTIMATE OF SERVICES, LIST OF PERSONNEL AND SCHEDULE OF RATES

(1) Remuneration of Staff

	Name	Rate (per month/day/ hour in currency)	Time spent (number of month/day/hour)	Total (currency)
(a) Team Leader				
(b)				
(c)				
				Sub-Total (1)

(2) Reimbursables

	Rate	Days	Total
(a) International Travel			
(b) Local Transportation			
(c) Per Diem			
			Sub-total (2)

BID SUMMARY:

DESCRIPTION	TOTAL
Total Fees	
Reimbursables	
Subtotal	
<i>PPDA Levy (1%)</i>	
<i>Total Bid Price</i>	

CONTRACT CEILING MK_____